

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

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|--|---|---|--|---|--|---|---|--|---|
| Originating Department: | Sheriff's Office | | | | | | | | |
| Division/Program: <i>(i.e. Dept. Division and Program)</i> | Corrections/In Custody | | | | | | | | |
| Contract or Grant Administrator: | Caleb Erickson | | | | | | | | |
| Contractor's / Agency Name: | Securus Technologies, LLC | | | | | | | | |
| <p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/></p> <p>Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): <u>20-52</u> Contract _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Goods and services provided due to an emergency</td> </tr> <tr> <td><input checked="" type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Interlocal Agreement (between Governments).</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> </table> | | <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Goods and services provided due to an emergency | <input checked="" type="checkbox"/> Contract work is for less than \$100,000. | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). | <input type="checkbox"/> Contract work is for less than 120 days. | <input type="checkbox"/> Work related subcontract less than \$25,000. | <input type="checkbox"/> Interlocal Agreement (between Governments). | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. |
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| <input type="checkbox"/> Interlocal Agreement (between Governments). | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. | | | | | | | | |
| <p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ <u>Revenue Generating</u> _____</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</p> <p>Summary of Scope: _____</p> | <p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. | | | | | | | | |
| <p>This is a revenue generating agreement with the county receiving a commission based on the gross revenue of inmate phone calls. Commissions as follows: 30% for the first 1-36 months, 47% months 37-48 and 55% months 49+.</p> | | | | | | | | | |
| Term of Contract: 13 months | Expiration Date: 12/31/2021 | | | | | | | | |

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| Contract Routing: | 1. Prepared by: LR | Date: 10/20/20 |
| | 2. Attorney signoff: <u>email BW</u> | Date: <u>10.19.20</u> |
| | 3. AS Finance reviewed: _____ | Date: _____ |
| | 4. IT reviewed (if IT related): _____ | Date: _____ |
| | 5. Contractor signed: _____ | Date: _____ |
| | 6. Submitted to Exec.: _____ | Date: _____ |
| | 7. Council approved (if necessary): _____ | Date: _____ |
| | 8. Executive signed: _____ | Date: _____ |
| | 9. Original to Council: _____ | Date: _____ |

**Master Services Agreement
WHATCOM COUNTY (WA)**

This Master Services Agreement (this "Agreement") is by and between Whatcom County, Washington ("you" or "Customer") and Securus Technologies, LLC ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) between the parties and is effective as of the last date signed by either party (the "Effective Date").

WHEREAS, the parties agree that Provider will deploy certain products and services according to the terms and conditions herein and in the attached Schedule(s), which are incorporated by reference;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. Applications. This Agreement specifies the general terms and conditions under which we will provide certain software, hardware, systems, and services (collectively, the "Application(s)") to you. Additional Application-specific terms and conditions are stated in schedules to this Agreement (the "Schedules"), which are incorporated into and subject to the terms of this Agreement. In the event of any conflict between this Agreement and a Schedule, the Schedule will govern. The Applications include any incremental upgrades, modifications, updates, and additions to existing features that we may implement in our discretion (the "Updates"), but do not include additional features or significant enhancements to existing features. If Applications are provided by subsidiaries of Provider, the terms of this Agreement apply with equal effect to those subsidiaries.
2. Term. The Agreement begins on the Effective Date, but the "Initial Term" will begin 120 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and will end on the date that is 12 months thereafter. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, this Agreement will automatically renew for up to four successive periods of 12 months each. The terms and conditions of this Agreement will continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
3. [RESERVED]
4. Ownership of Applications and Grant of License to Customer. Other than as specifically set forth in the Agreement, Provider does not grant or otherwise convey any license or other ownership right in or to the Applications or any technology or intellectual property rights associated with the Applications. Provider grants Customer a personal, limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Applications solely as contemplated by the Agreement (the "Customer License").
5. Additional Terms of Customer License. In connection with the Customer License, Customer agrees that (a) it will not resell, assign, or otherwise transfer the Applications or any portions thereof; (b) it will only use the Applications for lawful purposes and will not transmit, retransmit, or store material associated with the Applications in violation of any federal or state laws or regulation; (c) it will not provide access to the Applications to third parties; (d) it will not connect the Applications to any products that Provider did not furnish or approve in writing; (e) it will not create derivative works based on the Applications; (f) it will not disassemble, reverse engineer, decompile, or otherwise attempt to reveal the code, trade secrets, or know-how underlying the Applications or allow any third party to do so; (g) it will not remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Applications; (h) it will be responsible for distributing and assigning licenses to its end users; and (i) it will monitor and ensure that its licensed end users comply with these terms.
6. Ownership and Use of Certain Data Associated With the Applications. Unless otherwise required by law, Customer will own recorded inmate communications associated with the Applications (the "Customer Data"). During this Agreement and for a reasonable period of time thereafter, we will provide you with access to the Customer Data. Customer grants Securus a perpetual, worldwide, non-exclusive, non-transferable right to use the Customer Data (the "Securus License").
7. Grant of License from Customer to Provider. You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications at all correctional facilities under your authority now and in the future during the term of this Agreement. Subject to the remaining terms and conditions of this Agreement, Provider will be the sole and exclusive

provider of inmate-related communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and inmate software applications (e.g., automated grievance filing system, law library, etc.) at all correctional facilities now or in the future under the authority of Customer and to the exclusion of any other third party providing such inmate communications and software, including without limitation, Customer's employees, agents, or subcontractors.

8. Third-Party Software. If applicable, you are the license holder of any third-party software products we obtain on your behalf in connection with the Applications, and you authorize us to provide the third-party software and agree that we may agree to the third-party End User License Agreements ("EULAs") on your behalf. Your rights to use any such third-party software product will be limited by the terms of the applicable EULA. The deployment of certain features and functionalities within Provider's Applications which utilize third-party content or services may require a direct agreement between you and the third party as a condition which must be fulfilled prior to deployment.

9. Express Warranties. Unless a Schedule states otherwise, Provider offers the following express warranties in connection with the Applications:

- a. Express Warranty for Hardware and Software Deployed and Owned By Provider. For hardware and software deployed and owned by Provider and provided to Customer pursuant to the Agreement, we agree to repair and maintain such hardware and software in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. All such maintenance will be provided at our sole cost and expense except as noted in this section. You agree to promptly notify us in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. We will have no obligation to repair or maintain such hardware or software, if the Applications are, without our knowledge and approval, interfaced with other devices or software owned or used by you or a third party, or if the Applications are otherwise damaged as a result of your actions.
- b. Express Warranty for Hardware and Software Purchased and Owned By Customer. For hardware and software purchased from Provider and owned by Customer pursuant to the Agreement, Provider warrants that such materials will be free from material defects under normal use, maintenance, and service for a period of 12 months from the date of sale. Provider makes no warranty with respect to low performance, damages, or defects in any such materials caused by misuse, misapplication, neglect, or accident, nor does Provider make any warranty as to any such materials that Customer has repaired or altered in any way. When applicable, Provider will replace the applicable materials at no cost, which is Customer's sole remedy in connection with a claim pursuant to this section.
- c. Express Warranty for Services Provided. Provider warrants that the services it provides will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider warrants that its agents and/or employees used in the performance of its obligations will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Agreement, Provider will undertake to correct such errors or omissions within a reasonable time period and in compliance with the Service Level Agreement terms stated in Section 11.

10. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 9 OF THIS AGREEMENT OR A SCHEDULE OF THIS AGREEMENT, THE APPLICATIONS ARE PROVIDED "AS IS" AND WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

11. Service Level Agreement. Provider agrees to repair and maintain the Applications in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor, unless otherwise agreed by the parties. All such maintenance will be conducted in accordance with the service levels in Items a through j below. All such maintenance will be provided at Provider's sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by Customer (not incarcerated individuals at the Facilities), in which case, Provider may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at Provider's option. Customer agrees to promptly notify Provider in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. If any portion of the Applications are interfaced with other devices or software owned or used by Customer or a third party, Provider will have no obligation to repair or maintain such other devices or software.

- a. Outage Report: Technical Support. If either of the following occurs: (a) Customer experiences an Application outage or malfunction or (b) the Application requires maintenance (each a "System Event"), then Customer will

promptly report the System Event to Provider's Technical Support Department ("Technical Support"). Customer may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. Provider will provide Customer commercially reasonable notice, when practical, before any Technical Support outage.

- b. Priority Classifications. Upon receipt of Customer's report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

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| Priority 1 | 30% or more of the functionality of the Application is adversely affected by the System Event. |
| Priority 2 | 5% – 29% of the functionality of the Application is adversely affected by the System Event. |
| Priority 3 | Less than 5% of the functionality of the Application is adversely affected by the System Event. Single and multiple phones related issues. |

- c. Response Times. After receipt of notice of the System Event, Provider will respond to the System Event within the following time periods:

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| Priority 1 | 2 hours |
| Priority 2 | 24 hours |
| Priority 3 | 72 hours |

- d. Response Process. In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact Customer with the technician's estimated time of arrival), as necessary. In the event a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.
- e. Performance of Service. All the repair and maintenance of the Applications will be done in a good and workmanlike manner at no cost to Customer except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the Applications that is agreed upon by Provider and Customer may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.
- f. Escalation Contacts. Customer's account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, Customer may use the following escalation list if Provider's response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.
- g. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a technician will contact Customer to confirm resolution. For a Priority 2 or 3 System Event, a member of Provider's customer satisfaction team will confirm resolution.
- h. Monitoring. Provider will monitor its back office and validation systems 24 hours a day, seven days a week.
- i. End-User Billing Services and Customer Care. Provider's Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting Provider's website securustech.net, and by facsimile at 972-277-0714. In addition, Provider will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. Provider will also accept payments from

end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

12. Customer's Compliance With Applicable Laws. For Applications that allow you to monitor, record, investigate, or analyze inmate communications, you represent and warrant that you will operate such Applications in compliance with all applicable laws, and Provider makes no representation or warranty as to the legality of such actions. To the fullest extent allowed by law, you agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out your non-compliance with applicable laws. You may designate certain communications (for example, attorney or clergy communications) as "Private" within certain of the Applications. You acknowledge and agree that you have the sole discretion, authority, and responsibility to designate certain communications as Private, and that we have no discretion, authority, or responsibility to make such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of communications that you should have but failed to designate as Private.

13. Confidentiality. The Applications and related records and information (the "Confidential Information") will remain confidential to Provider. Customer understands and acknowledges that Provider is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer will not disclose CPNI or Confidential Information to any third party without Provider's prior written consent. If you receive a request for disclosure of Confidential Information or CPNI pursuant to FOIA or its state equivalent, you agree to notify Provider in writing so we may assert any rights to non-disclosure under the applicable law.

14. Defense of Claim. Customer agrees to provide prompt written notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to operation of the Applications (a "Claim"). We have the right, in our sole and exclusive discretion, to defend any such Claim at our sole cost, expense, and discretion. You agree not to compromise or settle any such Claim without our prior written consent. You acknowledge and agree to assist us with our defense of any such Claim.

15. Indemnity. TO THE EXTENT LEGALLY PERMISSIBLE, EACH PARTY (THE "INDEMNIFYING PARTY") WILL INDEMNIFY THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTY") AND HOLD THE INDEMNIFIED PARTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS AND DAMAGES (INCLUDING WITHOUT LIMITATION COURT COSTS AND REASONABLE ATTORNEYS' FEES), WHICH THE INDEMNIFIED PARTY OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES MAY INCUR OR SUFFER THAT ARE CAUSED BY THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

16. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, the non-defaulting party will give the defaulting party written notice detailing the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of such notice, the non-defaulting party will have the right to terminate this Agreement upon 30 days' written notice and to pursue all other remedies available, either at law or in equity. Notwithstanding the foregoing, the 30 day cure period will be extended to 90 days if the default is not reasonably amenable to cure within such 30 day period, but only if the defaulting party diligently pursues to cure the default in good faith during the 30 day period. Notwithstanding the foregoing, if Customer breaches its obligations in Sections 4, 5, 7, 12, 13, or 14, Provider will have the right to terminate this Agreement immediately.

17. Limitation of Liability. NEITHER PARTY WILL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED, EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE 12 MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

18. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement without penalty upon 60 days' written notice if circumstances outside our control (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; actions you take for security reasons (e.g., Lockdowns); or acts of God) negatively impact our business; however, we will not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is

subject to certain federal, state, or local regulatory requirements and restrictions that are subject to change from time-to-time and that Provider may take any steps necessary to perform in compliance therewith.

19. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in Sections 4, 5, 7, 12, 13, or 14 would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party will be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

20. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party will use reasonable efforts to remove such causes of non-performance.

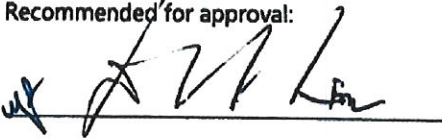

21. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute will be in writing and will be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices will be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – 5 days after deposit; and courier – when delivered as shown by courier records.

22. Miscellaneous.

- a. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the state where the Facility is located.
- b. No Waiver. No waiver by either party of any event of default under this Agreement will operate as a waiver of any subsequent default under the terms of this Agreement.
- c. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions will remain unaffected.
- d. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party.
- e. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement will not be construed so as to create such status. The rights, duties, and obligations contained herein will operate only between the parties and will inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone will have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- f. Parties' Relationship. Nothing in this Agreement will be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider.
- g. Prevailing Party. In the event of any dispute, contest, or litigation between the parties hereto (a "Dispute"), the prevailing party in such Dispute shall be fully reimbursed by the other party for all costs, including reasonable attorneys' fees, court costs, expert or consultant's fees and reasonable travel and lodging expenses, incurred by the prevailing party in its successful prosecution or defense thereof, including any appellate proceedings. As used herein, "prevailing party" includes without limitation, a party who dismisses the Dispute in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the Dispute.
- h. Survival of Obligations. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, will survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration).

- i. **Execution Mechanics.** Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the Applications. This Agreement may be executed in counterparts, each of which will be fully effective as an original, and all of which together will constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment will have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used.
- j. **Entire Agreement / Merger Clause.** This Agreement, together with the Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

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| <p>CUSTOMER:</p> <p>Whatcom County, Washington</p> <p>Recommended for approval:</p>  <p>Bill Elfo, Sheriff</p> <p>Approved as to form:</p> <p><u>approved via email BW/LE 10-19-20</u></p> <p>Brandon Waldron, Prosecuting Attorney</p> <p>Approved:</p> <p>By: _____</p> <p>Name: <u>Satpal Sidhu</u></p> <p>Title: <u>Whatcom County Executive</u></p> <p>Date: _____</p> <p>Customer's Notice Address:</p> <p>Whatcom County Jail 311 Grand Ave. Bellingham, WA 98225</p> | <p>PROVIDER:</p> <p>Securus Technologies, LLC</p> <p>By: </p> <p>Name: <u>Russell Roberts</u></p> <p>Title: <u>Chief Growth Officer</u></p> <p>Date: <u>10/26/2020</u></p> <p>Provider's Notice Address:</p> <p>4000 International Parkway Carrollton, Texas 75007 Attention: General Counsel</p> <p>Provider's Payment Address: Same Address as Above, Attention: Accounts Receivable</p> <p><u>Please return signed contracts to the same address as above. Attention: Contracts Administrator</u></p> |
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**PRODUCT SCHEDULE
WHATCOM COUNTY (WA)**

This **Product Schedule** is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, LLC ("we" or "Provider" or "Securus") and Whatcom County, Washington ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. Customer's use of certain products pursuant to this schedule is also governed by the terms and conditions included in Product Schedule, Appendix A, which are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date"). In the event of a conflict between the terms of the Agreement and the terms of this Schedule, the terms of this Schedule will apply.

CALL MANAGEMENT SYSTEM

Secure Call Platform: Secure Call Platform ("SCP") allows inmates to place calls through its centralized system without the need for conventional live operator services. SCP allows Customers to (a) monitor and record inmate calls; (b) prevent monitoring and recording of private calls; (c) limit the duration of calls; (d) maintain call detail records; (e) shut the System on or off; and (f) allow free calls. Provider will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. Provider will store call recordings for a period of 12 months from the date of recording. Customer may download and store call recordings during that period. Customer is solely responsible for preserving any call recordings beyond that storage period by downloading them to a separate storage medium.

Provider will provide the equipment needed to support the required number and type of phones and other components in connection with SCP. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

Inmate Debit. SCP also includes the ability to integrate Inmate Debit accounts. An Inmate Debit account is a prepaid, inmate-owned account utilized to pay for certain of Provider's services, and is funded either through a transfer from an inmate's trust/commissary account or through deposits from an inmate's friends and family. Once deposited in the Inmate Debit account, funds become property of the inmate. Inmate Debit accounts are associated with an inmate's personal identification number ("PIN"), and inmates are required to input their PIN at beginning of every Inmate Debit call.

INVOICING AND COMPENSATION:

Commission. Provider will pay commission (the "Commission") based on the Gross Revenues earned through the completion of calls placed from the Facilities identified below. "Gross Revenues" means all gross billed revenues relating to completed collect and inmate Debit calls from your Facility(s). Regulatory charges; taxes and fees; federal, state, and/or local charges; transaction, funding, or cost-recovery fees; credits; charges billed by third parties; and promotional programs are excluded from revenue to the Provider. For inmate Debit calls, Provider reserves the right to deduct call credits from Gross Revenue. Provider will invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt.

Provider will remit the Commission for a calendar month on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). Your payment address is as set forth in the chart below, and Customer will notify Provider in writing at least 60 days before a Payment Date of any change in Customer's payment address.

FACILITIES AND RELATED SPECIFICATIONS:

| Facility Name and Address | Commission Percentage | Commission Payment Address |
|---|---|----------------------------|
| Whatcom County Jail 311 Grand Ave. Bellingham, WA 98225 | 30%* (months 1-36) 47%* (months 37-48) 55%* (month 49+) | --SAME-- |

| | | |
|---|---|---|
| Whatcom County Jail (Work Center) 2030 Division Street Bellingham, WA 98226 | 30%* (months 1-36) 47%* (months 37-48) 55%* (month 48+) | Whatcom County Jail 311 Grand Ave. Bellingham, WA 98225 |
|---|---|---|

***Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for failure to provide timely notice of address changes. The Commission will be paid on all calls.**

Customer acknowledges and agrees that we are paying the Commission for the exclusive right to provide inmate telephone services to inmates in Customer's Facility(s), and that any taxes assessed on Commission payments are the sole responsibility of Customer.

Customer Options for Alternative Compensation Structures. Notwithstanding anything to the contrary in the Agreement, at Customer's option, Customer may request that compensation and rates under the Agreement be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the Agreement. For such compensation structures, Provider can also accommodate a Customer request to transition from inmate and friend and family funding of inmate telephone services to a model where those services are taxpayer-funded / paid for by Customer.

ADVANCECONNECT SINGLE CALL

AdvanceConnect Single Call allows friends and family to pre-pay for a call from an inmate. Using AdvanceConnect Single Call, consumers can fund the minimum required to complete the applicable call. Based on the actual duration of the call, AdvanceConnect Single Call transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). AdvanceConnect Single Call calls are commissioned in the same manner as collect calls.

OUTBOUND VOICEMAIL

Outbound Voicemail allows friends and family to retrieve voicemails from inmates. If an inmate's call goes unanswered, the inmate may leave a voicemail. Provider will send a text message to the dialed number with a link to pay for and listen the message. Based on the actual duration of the call, Outbound Voicemail transactions are rated at the per-minute rate (plus any applicable federal, state, and local taxes and transaction fees). Outbound Voicemail calls are commissioned in the same manner as collect calls.

THREADS

The THREADS application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import.

In addition, THREADS offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer has elected to opt in to the community feature. Customer acknowledges and understands that data from its Facility or Facilities will be made available to the THREADS community for analysis and review.

The cost of THREADS™ was considered and included in offering the Commission percentage and other terms contained herein.

INVESTIGATOR PRO

Investigator Pro uses continuous voice identification technology to identify the inmate(s) speaking on a call, detect certain three-way call violations, and help investigators find correlations among calls. Inmates must participate in a supervised voice model enrollment process. This inmate voice model enrollment process is the responsibility of Customer. Customer's use of Investigator Pro is governed by the JLG Technologies, LLC End User Software License Agreement located in Product Schedule, Appendix B, incorporated herein by reference.

The cost of Investigator Pro was considered and included in offering the Commission percentage and other terms contained herein.

ICER

The ICER system provides authorized users the means to detect intra- and inter-Facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

The cost of the ICER system was considered and included in offering the Commission percentage and other terms contained herein.

SECURUS VIDEO CONNECT / CONNECTUS

Securus Video Connect ("SVC") is a web-based visitation system that allows individuals to schedule and participate in video sessions with inmates. SVC runs on the ConnectUs Inmate Service Platform ("ConnectUs"), an inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single interface with a customized mix of applications ("ConnectUs Applications"). The configuration of SVC and ConnectUs ordered by Customer, its retail cost, and the length of time SVC sessions are stored is specified in the Securus Inmate Services Platform – Price List below:

Securus Inmate Services Platform - Price List

| Type | Description | One Time / Recurring | Price/Unit | QTY | Total |
|---|---|---|------------|--|-------------------|
| Hardware | Video Visitation Terminals - Single Handset (Inmate) | One Time | \$ 4,000 | 33 | \$ 132,000 |
| | Video Visitation Terminals - Single Handset (Visitor) | One Time | \$ 4,000 | 0 | \$ - |
| | Video Visitation Terminals - Dual Handset (Visitor) | One Time | \$ 4,250 | 2 | \$ 8,500 |
| | Mobile Cart, Including UPS Battery Backup | One Time | \$ 1,440 | 0 | \$ - |
| Installation and Implementation (Software Application is one time per App, per contract) | Networking Wiring | One Time | \$ 500 | 35 | \$ 17,500 |
| | Electrical Wiring* | One Time | \$ 1,500 | 0 | \$ - |
| | Hardware Installation | One Time | \$ 500 | 35 | \$ 17,500 |
| | JMS and 3rd Party Vendor Integration** | One Time | \$ - | 0 | \$ - |
| | Software Application Setup: | One Time | | | |
| | - Securus Video Visitation Application | One Time | \$ - | 1 | \$ - |
| | - Phone Call Application | One Time | \$ - | 1 | \$ - |
| | - Inmate Forms Application (Grievance) | One Time | \$ - | 1 | \$ - |
| | - Inmate Handbook Application (.PDF) | One Time | \$ - | 0 | \$ - |
| | - Third Party Vendor Commissary Application | One Time | \$ - | 1 | \$ - |
| | - Website Education Application (URL) | One Time | \$ - | 0 | \$ - |
| | - Inmate Videos Application (.MP4) | One Time | \$ - | 0 | \$ - |
| | - Self-Op Commissary Ordering Application | One Time | \$ - | 0 | \$ - |
| | - Emergency Visitation Application | One Time | \$ - | 0 | \$ - |
| | - Video Relay Service | One Time | \$ - | 0 | \$ - |
| | Job Search Application | Recurring | \$ - | 1 | \$ - |
| | Law Library Application | Recurring | \$ - | 1 | \$ - |
| Annual Subscription and Hosting Fee (per App, per Terminal, per year) | Securus Video Visitation Application | Recurring | \$ - | 35 | \$ - |
| | Phone Call Application | Recurring | \$ - | 1 | \$ - |
| | Inmate Forms Application (Grievance) | Recurring | \$ 5,000 | 1 | \$ 5,000 |
| | Inmate Handbook Application (.PDF) | Recurring | \$ - | 0 | \$ - |
| | Third Party Vendor Commissary Application | Recurring | \$ 5,000 | 1 | \$ 5,000 |
| | Website Education Application (URL) | Recurring | \$ - | 0 | \$ - |
| | Inmate Videos Application (.MP4) | Recurring | \$ - | 0 | \$ - |
| | Self-Op Commissary Ordering Application | Recurring | \$ - | 0 | \$ - |
| | Emergency Visitation Application | Recurring | \$ - | 0 | \$ - |
| | Video Relay Service | Recurring | \$ - | 0 | \$ - |
| | Job Search Application | Recurring | \$ - | 1 | \$ - |
| | Law Library Application | Recurring | \$ 3,500 | 1 | \$ 3,500 |
| | Misc. | Annual Terminal Extended Hardware Maintenance | Recurring | \$ 500 | 35 |
| Recurring Telecom | | Recurring | \$ 4,320 | 1 | \$ 4,320 |
| Recording Retention (30 days) | | One Time | \$ 1,200 | 33 | \$ 39,600 |
| Training (per day) | | One Time | \$ 2,000 | 2 | \$ 4,000 |
| | | | | Term: | 5 |
| | | | | One-Time Cost | 219,100 |
| | | | | Annual License & Maintenance Cost (per year) | 35,320 |
| | | | | Total Cost: | \$ 395,700 |

SVC and ConnectUs System Costs. Provider will cover the Total Costs set forth in the chart above unless otherwise stated herein. If the Agreement is terminated for any reason other than Provider's default before the end of the Term, Customer will refund the prorated amount of the Total Cost set forth in the chart above.

If selected above, Provider will deploy a Third Party Vendor Commissary Application, once an agreement has been executed by and between Provider and Customer's commissary operator for such application.

Customer also agrees to implement the following additional requirements:

1. Customer agrees that SVC must be available for paid remote sessions seven days a week for a minimum of 80 hours per terminal per week.
2. Customer will allow inmates to conduct remote visits without quantity limits other than for disciplinary action for individual inmate misbehavior.
3. All on-site sessions will be required to be scheduled at least 24 hours in advance, where practicable.

If the number of remote paid visits averages less than one per inmate per month, Provider and Customer agree to negotiate in good faith regarding additional compensation for Provider.

Provider will charge SVC session charges that are in compliance with state and federal regulatory requirements plus applicable taxes/fees/surcharges. If Customer wishes to offer free SVC sessions, a session charge equal to the then-current session rate, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer or deducted from Commissions. It is Customer's sole responsibility to (i) establish and communicate its policies regarding monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide appropriate accommodations for non-recorded visits, as necessary. Provider is not responsible and hereby disclaims any liability for any and all content of the third-party applications and any documents, videos, or forms published by Customer or from outside sources. Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

SVC Compensation to Customer. Provider will pay Customer 15% of the charges (excluding applicable taxes/fees/surcharges) collected for paid SVC sessions at Customer's Facility. Provider reserves the right to deduct SVC session credits from revenue calculations. Provider will pay SVC payments for a calendar month to Customer on or before the 30th day of the following calendar month in which the sessions occurred (the "Payment Date"). SVC Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays.

TABLETS

Provider will deploy free basic community tablets to Facility. In addition to the free basic community tablets, Provider will offer personal rental tablets with premium content. Customer may purchase tablet earbuds at \$5.66 per set, which may be invoiced or deducted from commissions. Customer is responsible for any applicable taxes and third-party expenses associated with the earbud purchase. Each earbud order must be for at least 25 units and be made in 25 unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. Alternatively, if requested by Customer, Provider will work with Customer's commissary provider to facilitate the sale of earbuds. Customer will not permit the resale of the earbuds for more than \$19.99 per set unless approved by Provider.

Premium content may include, but is not limited to, songs, games, movies, and television episodes. Customer understands and acknowledges that premium content is subject to availability and may change at Provider's discretion. Premium content also may be subject to third-party licensing agreements with content providers. If Customer provides content for Provider to display on the tablets, Customer represents and warrants that it has obtained all necessary licensing and rights to display such content. Provider is not responsible and hereby disclaims any liability for any and all content of third-party applications and any documents, videos, or forms published by Customer or from outside sources.

For the 12-month period following the Effective Date, Provider will offer personal rental tablets at a promotional rate of \$5.00 per tablet per month plus applicable taxes/fees/surcharges. Provider will pay Customer 15% commission on the revenue earned through the purchase of premium content on those tablets; such commission is net of licensing and network costs, excludes applicable taxes/fees/surcharges, and is not paid on the tablet rental rate. The subscription fee and premium content fees can be paid by using either Inmate Debit or a Tablet user account. The parties reserve the right to renegotiate the \$5.00 promotional rental rate and/or commissions earned if, after the initial 12-month period, Provider's Tablet-related costs exceed the revenue generated.

EMESSAGING

DESCRIPTION: Securus' eMessaging Application ("eMessaging") allows for two-way electronic communication between friends and family and an inmate. Users purchase eMessaging "stamps," which are used to fund the transmission of an electronic message according to the following chart:

| <u>Type of Message (When Available)</u> | <u>Number of Stamps</u> | <u>Notes</u> |
|---|-------------------------|--|
| Text Message | 1 stamp per message | |
| Photo | 1 stamp per photo | Limit of 5 photos per eMessage; 3 MB / photo limit |
| eCard | 1 stamp per eCard | Limit of 5 eCards per eMessage |
| VideoGram | 3 stamps per VideoGram | |

Different types of attachments can also be combined in a single transmission.

The facility can access a web-based portal that enables message review, and can approve and reject a message or attachment based on the facility's policies and criteria. Friends and family must send and receive messages using either the Securus mobile app or their inbox at www.securustech.net and must have a free Securus Online account to access. Approved messages and attachments are accessible by inmates through certain of Provider's technologies as agreed by Customer and Provider.

With Customer's agreement, Provider may (a) issue future releases of eMessaging which contain additional features and functionalities; or (b) modify the pricing contained herein. Customer understands and acknowledges that eMessaging is a requirement for Tablet deployment.

COMPENSATION: Provider will provide eMessaging at no cost to Customer. Friends and family members can purchase a book of stamps specific to a facility in the following quantities:

| <u>Number of Stamps in Book</u> | <u>Stamp Book Price (Plus transaction fees and all applicable taxes)</u> |
|---------------------------------|--|
| 5 | \$2.50 |
| 10 | \$5.00 |
| 20 | \$10.00 |
| 50 | \$25.00 |

Where available, using funds in an Inmate Debit account, inmates can purchase a book of stamps in the following quantities:

| <u>Number of Stamps in Book</u> | <u>Stamp Book Price (Plus applicable taxes)</u> |
|---------------------------------|---|
| 1 | \$0.50 |
| 2 | \$1.00 |
| 5 | \$2.50 |
| 10 | \$5.00 |

Provider will pay Customer a commission of 15% on each redeemed stamp based on the Stamp Book Price (excluding any applicable taxes/fees/surcharges), which may differ from facility to facility. A stamp is considered "redeemed" when it is used to send messages. Provider will remit the payment for a calendar month to Customer on or before the 30th day after end of the calendar month in which the eMessaging stamps were redeemed (the "Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

PRODUCT SCHEDULE APPENDIX A

PRODUCT-SPECIFIC TERMS OF USE

These product-specific terms of use ("Product-Specific Terms of Use") are made part of and governed by the Master Services Agreement (the "Agreement") executed between Provider and Customer and will apply to a given Application if used by Customer (collectively, such Applications are referred to herein as the "Selected Applications"). If the Selected Applications are provided by subsidiaries, affiliates, or third-party vendors of Provider, these terms apply with equal effect to those parties.

All defined terms not specifically defined herein have the same meaning as in the Agreement. In the event of a conflict between the terms of the Agreement and the terms presented herein, these terms will govern.

TERMS APPLICABLE TO ALL SELECTED APPLICATIONS

1. Applicability. The terms described in this section are applicable to all Selected Applications described in these Product-Specific Terms of Use.
2. Customer Warranty. Customer represents and warrants that it will operate the Applications in compliance with all applicable laws and regulations, and Provider makes no representation or warranty as to the legality of Customer actions associated with the Applications. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of Customer's non-compliance with applicable laws.
3. Disclaimer of Warranties. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTED APPLICATIONS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SELECTED APPLICATIONS OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SELECTED APPLICATIONS OR THE UNAVAILABILITY THEREOF.
4. Limitation of Liability. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED DATA FROM THE SELECTED APPLICATIONS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THE SELECTED APPLICATIONS OR CUSTOMER'S USE THEREOF. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON PROVIDER, CUSTOMER AGREES THAT PROVIDER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF PROVIDER IN CONNECTION WITH THE SELECTED APPLICATIONS, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, WILL NEVER EXCEED \$10,000. CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SEEK TO RECOVER FROM PROVIDER AN AMOUNT GREATER THAN SUCH SUM EVEN IF CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S USE OF THE SELECTED APPLICATIONS, INFORMATION OBTAINED IN CONNECTION THEREWITH, OR INSTRUCTIONS PROVIDED BY CUSTOMER TO PROVIDER RELATED TO THE SELECTED APPLICATIONS.

DIGITAL MAIL CENTER

1. Conditional Use of Digital Mail Center. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Securus Digital Mail Center. Moreover, if Provider determines in its sole discretion that the Securus Digital Mail Center and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Master Services Agreement; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's

access to the Securus Digital Mail Center and shall have no further liability or responsibility to Customer with respect thereto.

2. Warranties. Customer further understands and acknowledges that the digital transcription of mail may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through the Securus Digital Mail Center Application.

EMESSAGING

1. Approval of Messages. Customer is solely responsible for reviewing and approving each message, including (if applicable and permitted by Customer) any attachments.
2. Machine Translation. Provider will use machine translation to translate eMessages written in Spanish into English for the sole purpose of Customer review. Customer acknowledges that machine translation is not 100% accurate and that such machine-translated messages may contain grammatical and other errors. Provider makes no representations or warranties regarding the accuracy or reliability of such machine translation.

GUARDED EXCHANGE MONITORING

1. Conditional Use of GEX System. If Provider determines that the GEX System and/or Customer's use thereof (1) violates the terms and conditions set forth herein or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the GEX System and will have no further liability or responsibility to Customer with respect thereto. Customer further acknowledges and agrees that the GEX System is not infallible, and that Provider does not make any representations or warranties regarding the GEX System's ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the Facility(s).

NATIONAL CELLULAR FORENSICS

1. Customer Procedures. Customer will follow all Customer policies and procedures when seizing items contemplated for analysis. Customer represents and warrants that it is either the legal owner of the subject media or has the authority to search via a search warrant or consent on behalf of the owner. Customer warrants that any media tendered or made available to Provider for examination or duplication and any access granted to any information, system, or network was lawfully obtained in full compliance with all applicable law and with due regard for and deference to the property or privacy rights of all third parties.
2. Customer Authority to Search. Customer represents and warrants that it has obtained a warrant that provides Provider with the right to perform the NCF Services in compliance with all applicable law and that Customer will only use the NCF Services in compliance with the terms and conditions of such warrant. At Provider's request, Customer will provide Provider with a copy of each warrant obtained so that Provider can provide the NCF Services. Customer will provide to Provider the chain of custody documents completed pursuant to Customer policy and procedure relating to any seized devices, component parts, or storage devices. Customer will give Provider with consent to search any digital devices and media over which the Customer has authority. Such search may require Provider to access passwords on seized devices or change passwords on seized devices. If Customer does not have the legal authority to consent to such search, Customer will obtain the required consent from a person who does have such authority before Provider may conduct a search of any device or media. All items sent by Customer to Provider shall be via approved and insured methods which shall include both UPS and FedEx. Customer will also indicate to Provider the name, phone number, and address of the individual that the device shall be returned to after Provider has completed the NCF Services.
3. Confidentiality of Information. Provider will take commercially reasonable steps to protect the confidentiality of information in or on electronic data and media made available or furnished to it for examination; provided, however, Customer agrees that if, during the course of this engagement, Provider finds within any electronic data or media evidence of child exploitation (e.g., child pornography) or of a credible threat of physical harm to any person, Provider shall be entitled to immediately bring such matters to the attention of federal or state law enforcement authorities and that no assertion of privilege, confidentiality, or breach of contract will be raised as a bar to such action.

4. Retention of Information. Forensic images and other media related to a lawsuit will be retained by Provider for a period of one year from receipt of such material from Customer or until such lawsuit is settled, whichever is sooner ("Retention Period"). After the Retention Period, the images and/or other media will either be destroyed or retained based upon the Customer's written instructions. If Customer does not provide written instructions within ten days of the end of the Retention Period, Customer agrees that any and all images and/or media will be destroyed. If Customer instructs Provider to retain the images and/or media, a monthly storage fee will be charged to Customer.
5. Subpoenas of Information. If any of the materials relating to the NCF Services still within Provider's custody or control are subpoenaed, Provider will give Customer notice of such subpoena in advance of compliance. Should Customer require Provider to oppose such subpoena, Customer will, at Provider's election, either retain separate legal counsel to represent Provider or indemnify Provider from and against all costs and expenses including reasonable attorney's fees, cost, liabilities, and disbursements resulting from such action.
6. Conditional Use of National Cellular Forensics. If Provider determines in its sole discretion that the NCF Services and/or Customer's use thereof (1) violates the terms and conditions set forth herein; (2) violates any law or regulation; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the NCF Services and will have no further liability or responsibility to Customer with respect thereto. Customer further acknowledges and agrees that the NCF Services are not infallible, and that Provider does make any representations or warranties regarding the NCF Services' ability to extract information from all current or future cellular devices that currently exist or may be developed.

TABLETS TERMS OF USE

1. Customer Warranty. Customer represents and warrants that it will not provide the SecureView Tablet Solution to incarcerated individuals whom Customer knows, or has reason to know, pose a threat to other incarcerated individuals or Facility personnel, or who may use an incarcerated individual tablet in a dangerous or unauthorized manner.
2. Nature of Premium Content Service. Customer understands and acknowledges that premium content is rented and available only for the duration of an incarcerated individual's incarceration at the Facility and will not be made available upon the incarcerated individual's release. Content is subject to availability and subject to change.
3. Use of Investigator Pro and Earbuds. Customer further understands and acknowledges that, in instances where incarcerated individual telephone calls originate from Tablets, Investigator Pro™ works only with Provider's certified earbuds. If Customer elects to sell alternative earbuds, Customer forgoes the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls. Moreover, Customer will refrain from the sale or distribution of earbuds with a microphone other than Provider's certified earbuds.
4. Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S OR INCARCERATED INDIVIDUALS' MISUSE OF THE SECUREVIEW TABLET SOLUTION.

THREADS TERMS OF USE

1. Conditional Use of THREADS. Customer understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the THREADS™ application and will have no further liability or responsibility to Customer with respect thereto.

VRS TERMS OF USE

1. Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER AND ITS THIRD-PARTY VRS VENDORS FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S OR INCARCERATED INDIVIDUAL'S USE OF THE VRS APPLICATION, INCLUDING, WITHOUT LIMITATION, SUCH COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM A FAILURE TO DESIGNATE A VRS NUMBER AS "PRIVATE."

PRODUCT SCHEDULE APPENDIX B

JLG End User Software License Agreement

THIS IS THE EXCLUSIVE LEGAL AGREEMENT BETWEEN YOU AND THE LICENSOR OF THIS SOFTWARE. THIS AGREEMENT GOVERNS YOUR USE OF THIS SOFTWARE. CAREFULLY READ THIS AGREEMENT BEFORE YOU INSTALL OR USE THIS SOFTWARE. BY INSTALLING OR USING THIS SOFTWARE YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. YOU HAVE THE OPTION OF ACCEPTING OR NOT ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT YOU MAY NOT INSTALL OR USE THIS SOFTWARE AND YOUR LICENSE FEE WILL BE REFUNDED.

END-USER LICENSE AGREEMENT This End-User License Agreement ("Agreement") is the sole and exclusive agreement between you (herein after "You" or "Your") and JLG Technologies, LLC, its suppliers, and licensors (collectively referred to as "Licensor"). You agree and covenant to the following terms and conditions:

- 1. License Grant:** Subject to Your continued compliance with this Agreement and payment of the applicable license fee(s), Licensor grants You a personal, single user, non-transferable, non-exclusive, revocable license to use, install, store, load, execute, and display the Licensor's software, including software fixes, patches, new releases, upgrades, new versions, enhancements and/or portions thereof, in binary code form only, and the accompanying documentation, if any, (collectively the "Software"), for You solely as a single user. You shall only use the Software strictly in support of Your internal business operations and to process Your own data or as You may deem necessary to support other government agencies that have been granted access to the Software and related data by your organization. You shall not (a) sublicense, assign or transfer the Software or any right or obligation under this Agreement, (b) copy or distribute the Software, (c) rent, loan, lease or otherwise transfer any right to the Software, (d) translate, reverse engineer, decompile or disassemble or otherwise alter the Software (except to the extent, when required by law, and then only to the minimum extent required by law) or (e) distribute (directly or indirectly) any copy of the Software, in whole or in part, or any direct product thereof to any country, entity, or destination prohibited by the United States Government.
- 2. Term:** This Agreement remains effective until terminated. You may terminate this Agreement at any time by destroying the Software, including all copies. This Agreement shall automatically terminate, without notice, if at any time you fail to comply with all of the terms and conditions of this Agreement. Upon termination for any reason, You shall promptly destroy the Software and all copies or portions thereof in any form and delete all electronic copies.
- 3. Ownership and Confidentiality:** The Software is and shall remain the sole and exclusive property of the Licensor and/or its suppliers and is protected by United States copyright laws and international treaty provisions. All data generated by the Software and never displayed or presented to You through normal use including, but not limited to, debugging data, data for new development, data for testing, data produced as an intermediate step of computation, data produced for cache/performance optimization, statistics, voice models, electronic files, analysis, analyzed data, data structures, and algorithms (collectively referred to as "Internal Data") is and shall remain the sole property of Licensor. Viewable output data generated by the Software expressly including user action audit data, suspicious scores, detection scores, confidence scores, voice scores, model scores, voice capture scores, re-scoring, statistical computations, subsets, mathematical and other transformations, ranking of data, system generated rankings, system generated scores, system generated indexes, call event activity detections i.e. such as voice change events, including any subsets derivatives, or graphical representations of the foregoing (collectively referred to as "Output Results") is and shall remain the sole property of Licensor. Together the Internal Data and Output Results are referred to as "Proprietary Data". For the duration of this Agreement, Licensor grants You an internal use (except as otherwise expressly set forth below), royalty-free, non-exclusive, non-assignable, non-transferable license to use the Output Results (but, not the Internal Data) as required in the operation of your business including, without limitation, sharing the Output Results with external law enforcement and related government agencies on an as needed basis. It is an express condition of this Agreement that title to, ownership of, and all rights in patents, copyrights, trade secrets and any and all other intellectual property rights in and to the Software and Proprietary Data, including any copy or part thereof, is and shall remain in the Licensor and/or its suppliers. Licensor reserves the right, at its sole option, to modify, update, revise, or discontinue the Software or any portion thereof. You shall not remove, destroy or obscure any proprietary, trademark or copyright markings or confidentiality legends placed upon or contained on or within the Software or any related materials. You warrant that You shall preserve all of Licensor's proprietary and confidential information and data ("Confidential Information") in strict confidence until

such time, if ever, the Confidential Information is made publicly available other than through Your breach of Your obligation of confidentiality. Licensor's Confidential Information shall include, without limitation, the Software, Proprietary Data, voice recordings, license pricing, service prices, purchase orders, trade secrets, discoveries, processes, ideas, discoveries, future products, and the terms and conditions of this Agreement.

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